
cora
Data Processing Agreement
V 07 2026
The Power of Perspective

BETWEEN:

This Data Protection Processing Agreement (the "**DPA**") is between you and Cora Systems Limited (or subsidiary) ("Cora"), as named in the Sales Order. Each a Party and together the Parties.

WHEREAS:

a. This DPA sets out the terms and conditions of how Personal Data is processed on behalf of Customer (as Data Controller) and by Cora (as Data Processor).
b. The Parties wish to comply with their respective obligations under Data Protection Legislation.
c. This DPA applies to Cora's Processing of Personal Data on behalf of Customer to provide the Services.

THEREFORE:

In consideration of the mutual representations and agreements contained herein, the Parties agree as follows:

1. Definitions and Interpretation

1.1 Definitions

In this DPA the following expressions shall have the following meanings unless the context otherwise requires:-

References to "**Data Controller**", "**Data Processor**", **"Data Protection Impact Assessments", "Data Subject", "Personal Data", and "Processing", Sensitive Personal Data** shall have the same meanings set out in the Data Processing Legislation and "**Process**" shall be construed accordingly;
"**Agreement**" means the contract entered into by Cora and the Customer for the provision of the Services and to which this DPA forms part;

"**California Personal Data**" Means Personal Data that is subject to the CCPA;

"**CCPA"** means the California Consumer Privacy Act of 2018 (California Civil Code Sec. 1798.100);
"**Data Protection Commission"** means the national independent authority of the governing law country with responsibility for upholding individuals' rights to Data Protection and regulating organisations;

"**Data Protection Legislation"** means any laws governing the processing, use and disclosure of personal data including (without limitation):-

a) the Data Protection Acts 1988 to 2018 and all statutory instruments made thereunder, the GDPR (as defined below) and all European Union and national measures supplementing the GDPR and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011;
b) to the extent applicable to this DPA or the Services provided pursuant to the Agreement, the data protection and information privacy laws of any other jurisdiction; and
c) any re-enactment, replacement or amendment of the laws referred to in (a) or (b) in force from time to time including the GDPR and all national implementing legislation;

"DPA" means this Data Processing Agreement;
"EEA" means the European Economic Area;
"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
"Group" of a party means in relation to a party, that party, any Subsidiary or Holding Company of that party, and any Subsidiary of a Holding Company of that party;
"CORA" shall be construed to refer to collectively Cora Systems Limited, its Group companies.
"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data processed under this DPA;
"Personal Data Record" means an extract of the personal data record of the Data Processor attached at Appendix 1 to this DPA;
"Personnel" of a person, means (i) the officers, employees, agents and contractors (including subcontractors) of that person and the members of its Group; and (ii) the officers, employees, contractors and agents of the contractors (including subcontractors) of that person and the members of its Group;
"Regulator" means any regulator or regulatory body (including the Data Protection Commission) to which Cora or a member of its Group is subject from time to time or whose consent, approval or

authority is required so that Cora or a member of its Group can lawfully carry on its business;
"Security Measures" means the appropriate security measures to be taken in respect of Personal Data as more particularly described in Article 32 of the GDPR and any Cora Security Policy;
"Services" means the services provided by the Supplier pursuant to the Agreement; and

1.2 **Interpretation**

1.2.1 The clause headings are for convenience only and shall not affect the construction or interpretation hereof.

1.2.2 Wherever provision is made for the giving or issuing of any notice, consent, approval, instruction, certificate, determination, demand or waiver by any person, unless otherwise specified, such notice, consent, approval, instruction, certificate, determination, demand or waiver shall be in writing.

1.2.3 any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time (whether before or after the date of this DPA) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this DPA).

1.2.4 Any terms not defined in this DPA shall unless the context otherwise requires have the same meaning as ascribed in the Agreement. To the extent there is an inconsistency between the terms of this DPA and the Agreement, the terms of this DPA shall prevail.

1.2.5 The Appendix form part of this DPA and shall have the same force and effect as if expressly set out in the body of this DPA, and any reference to this DPA shall include the Appendix. To the extent that there is an inconsistency between the terms of the body of this DPA and its Appendix, the terms of the body of this DPA shall prevail.

2. Data Processor Obligations

Use of Personal Data

2.1 The Data Processor shall Process Personal Data only in accordance with this DPA and the Data Controller's other written instructions including with regard to transfers of Personal Data to a third country or an international organisation (which may be specific instructions or instructions of a general nature as set out in this DPA or as otherwise notified by the Data Controller to the Data Processor from time to time), unless required to do so by European Union or Member State law, in which case the Data Processor shall inform the Data Controller of that legal requirement before Processing, except where prohibited by such law from doing so.

2.2 Save for existing sub-processors and transfers (detailed Sub Contractors Cora | Cora Systems), the Data Processor shall not Process any Personal Data provided by the Data Controller in any country outside of the EEA without the Data Controller's prior written consent, consent not to be reasonably withheld.

Personnel

2.3 The Data Processor shall take all reasonable steps to ensure that its Personnel having access to Personal Data possess the appropriate level of skill, competence and training and are subject to obligations of confidentiality in relation to such Personal Data.

Technical and Organisational Measures

2.4 The Data Processor shall, to the extent required to comply with Cora-Security-Policy.pdf (corasystems.com) to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access or any other processing in breach of the applicable law in force at any time, including Data Protection Legislation, such measures shall provide a level of security appropriate to the risk represented by the Processing and the nature of the Personal Data to be protected. Cora may modify or update the Security Policy at Cora's discretion provided such update does not result in a material degradation in protection.

Assistance to the Data Controller

2.5 The Data Processor agrees, taking into account the nature of the processing, to

assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, in responding to requests by Data Subjects, exercising their rights under Data Protection Legislation, within such reasonable timescale as may be specified by the Data Controller.

2.6 If the Data Processor receives any such request from Data Subjects directly, the Data Processor shall without undue delay inform the Data Controller that it has received the request and forthwith forward the request to the Data Controller. The Data Processor shall not respond in any way to such a request, except on the instructions of the Data Controller.

2.7 The Data Processor shall notify the Data Controller without undue delay of any legally binding request for disclosure of the Personal Data by a law enforcement or other competent authority unless prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation

2.8 Taking into account the nature of Processing and the information available to the Data Processor, the Data Processor agrees to assist the Data Controller with the conduct of Data Protection Impact Assessments in relation to Personal Data Processing under the Agreement, within such reasonable timescale.

Data Breach

2.9 The Data Processor shall notify the Data Controller as soon as reasonably practicable upon the Data Processor or any sub-processor becoming aware of a Personal Data Breach, and shall include in such notification, all information necessary for the Data Controller to meet any obligations to report or inform the competent supervisory authority and (where applicable) the impacted Data Subjects under Data Protection Legislation. The Data Processor shall not communicate with any Data Subject in respect of a Personal Data Breach without the prior written consent of the Data Controller.

2.10 The Data Processor shall co-operate with the Data Controller and undertake such reasonable steps as directed by the Data Controller to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

Maintain Records

2.11 The Personal Data Record between the Data Processor and Data Controller, is more particularly described in Appendix 1 hereto. The Data Processor may make reasonable amendments to its Personal Data Record by written notice to the Data Controller from time to time as the Data Processor reasonably considers necessary to meet its requirements under Data Protection Legislation.

Co-operation Audit and Inspection

2.12 The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.

2.13 The Data Processor shall cooperate in good faith with the Data Controller, the Data Subject and, where approved by the Data Controller, the Data Protection Commission or such other competent supervisory authority in connection with the performance of its functions under Data Protection Legislation, including concerning enquiries raised and/ or inspections or audits undertaken by that supervisory authority within a reasonable period of time.

Data Processor and Sub-processors

2.14 The Data Processor shall not sub-contract to any new third party any of its obligations to Process Personal Data on behalf of the Data Controller without the general written consent of the Data Controller. In doing so, the sub-processor warrants that it shall comply with all requirements set out in Data Protection Legislation and this DPA; and where the sub-processor fails to fulfil its data protection obligations under Data Protection Legislation and the DPA, the Data Processor shall remain fully liable to the Data Controller for the performance or failure of the sub-processor's obligations under such Agreement.

Termination

2.15 On termination or expiry of the Agreement (or at any other time on request by the Data Controller), (the "Cessation Date"), the Data Processor shall as soon as reasonably practicable of the Cessation Date return to the Data Processor, destroy or permanently erase, at the election of Data Controller, all copies of Personal Data received and/or Processed by it as Data Processor under the Agreement unless European Union or Member State law requires retention of the Personal Data in which case the Data Processor shall ensure the confidentiality of such Personal Data and shall ensure that such Personal Data is only Processed as necessary for the purpose specified under European Union or Member State law. Alternatively the Data Processor can utilise the self service data removal functionality on PPM.

3. Additional clauses for California Personal Data

3.1 Where applicable, when processing California Personal Data California Personal Data in accordance with your Instructions, the parties agree that Customer is a Business and Cora is a Service Provider for the purposes of the CCPA ("Business" and "Service Provider" bear the meaning ascribed in the CCPA).

3.2 The parties agree that Cora will Process the California Personal Data as a Service Provider for the purpose of performing the Services under the SSA or as otherwise permitted by the CCPA.

4. Data Controllers Obligations & Acknowledgements

4.1 Customer is responsible for the accuracy, quality and lawfulness of the Customer Data. In particular, Customer shall ensure any Personal Data has been lawfully collected under an appropriate legal basis and may lawfully be provided to Cora in accordance with the terms of the SSA and this CPDA.

4.2 The Processing of Sensitive Personal Data is not contemplated in relation to the Services. Unless otherwise provided in the SSA or Sales Order, Customer may not provide Sensitive Personal Data to Cora.

4.3 As per the PDR in Appendix 1, given the nature of the PPM and Services, it is not prohibited for the Customer to use PPM to store or host Personal Data other than the Personal Data required to access PPM.

4.3 Customer is responsible for determining whether the security measures provided for the Services meet Customer's obligations under Applicable Data Protection Laws including with respect to the security of data while in transit to and from the SaaS.

4.4 Customer acknowledges that Cora's mobile and web applications are freely accessible to Customer's Users and control over locations from which the app may be accessed lies with the Customer and not with Cora. Customer shall be responsible for authorization and management of User accounts across geographies including with respect to the transfer of Personal Data.

4.5 If Cora receives instructions to Process Personal Data in a way that goes beyond this DPA and/or DPA, Cora reserves the right to change additional fees.

5. Miscellaneous Provisions

5.1 Costs:- Except as otherwise stated in this Agreement, each party shall pay its own costs and expenses in relation to the performance of its obligations under this Agreement.

5.2 Waiver:- No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this DPA shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this DPA.

5.3 Severability:- If and to the extent that any of the terms and conditions of this DPA shall be determined to be invalid, unlawful or unenforceable, such term or condition shall to that extent be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

5.4 Entire Agreement:- This DPA shall supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this DPA.

5.5 Variation:- No variation of this DPA shall be valid unless it is in writing and signed by and on behalf of each of the parties.

5.6 Counterparts:- This DPA may be executed in any number of counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same DPA.

5.7 Governing Law:- This DPA shall be governed by and construed in accordance with the laws of Ireland.

5.8 Exclusive Jurisdiction:- Each Party agrees that any legal action, suit or proceeding in any way arising out of or in connection with this DPA shall be submitted to the exclusive jurisdiction of the courts of Ireland.

Appendix 1

Personal Data Record

Subject matter	Personal Data is processed for the purpose of providing Project Portfolio Management product and services for the Controller to use for planning, maintaining and managing projects.
Duration of Processing Activities	Processing shall occur during the Subscription Term of the SSA and for 30 days thereafter.
Nature and Purpose of the Processing Activities	Cora may Process Personal Information as necessary to perform the Services, including storage, backup and disaster recovery; providing technical support and processing change orders; updating the system and applying new system versions, patches, and upgrades; monitoring and testing system use and performance; performing incident management, maintenance, configuration, IT infrastructure maintenance and troubleshooting, migration, implementation, and performance testing of the system.
Types of Personal Data	Types of Personal Data may include First name, surname, email address, username.
Categories of Data Subject	Categories may include staff, employees, personnel, contractors, suppliers, end users.
Additional Information	Where requested, additional or more specific Processing descriptions may be set out in the SSA.